

FILED
CLERK'S OFFICE

2005 MAR 15 P 1:28

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

DISTRICT COURT
DISTRICT OF MASS

KINGVISION PAY PER VIEW CORP., LTD,)	CIVIL ACTION NO
)	05-10263 GAO
Plaintiff,)	
)	
)	
v.)	
)	
)	
JAMES CAIRNS and PATRICK CONNOR'S)	
TAVERN INC.)	
d/b/a PACKY CONNORS)	
Defendants)	

DEFENDANT'S ANSWER TO PLAINTIFF'S COMPLAINT

Defendant, **PATRICK CONNORS TAVERN INC., d/b/a PACKY CONNORS**, (Hereinafter referred to as Patrick Connors) hereby answers the numbered Paragraphs of the plaintiff's complaint as follows:

Jurisdiction

1. The defendant states that this paragraph requires no answer since there is no allegations directed against Patrick Connors.
2. The defendant states that this paragraph requires no answer since there is no

allegations directed against Patrick Connors.

3. The defendant, Patrick Connors, denies plaintiff's allegations stated therein.

Parties

4. The defendant, Patrick Connors, is without knowledge or information sufficient to form a belief as to the truth of the statement.

5. The defendant, Patrick Connors, denies that James Cairns and Patrick Connors Tavern Inc. has its principal place of business at 203 Blue Hill Avenue, Roxbury, MA 02119.

6. The defendant, Patrick Connors, denies that James Cairns is the owner of Packy Connors.

Preliminary Background

7. The defendant, Patrick Connors, is without knowledge or information sufficient to form a belief as to the truth of the statement.

8. The defendant, Patrick Connors, is without knowledge or information sufficient to form a belief as to the truth of the statement.

9. The defendant, Patrick Connors, is without knowledge or information sufficient to form a belief as to the truth of the statement.

10. The defendant, Patrick Connors, is without knowledge or information sufficient to form a belief as to the truth of the statement.

11. The defendant, Patrick Connors, is without knowledge or information sufficient to form a belief as to the truth of the statement.

12. The defendant, Patrick Connors, is without knowledge or information sufficient to form a belief as to the truth of the statement that transmission of the Event was available for broadcast in defendant, Patrick Connors, premises situated at 203 Blue Hill Avenue, Roxbury, Massachusetts. Defendant, Patrick Connors, admits that he did not contract with the plaintiff or any of plaintiff's agents to obtain the rights to broadcast the Event.

13. The defendant, Patrick Connors, is without knowledge or information sufficient to form a belief as to the truth of the statement.

14. The defendant, Patrick Connors, denies plaintiff's allegations stated therein.

15. The defendant, Patrick Connors, denies plaintiff's allegations stated therein.

16. The defendant, Patrick Connors, denies plaintiff's allegations stated therein.

17. The defendant, Patrick Connors, denies plaintiff's allegations stated therein.

18. The defendant, Patrick Connors, denies plaintiff's allegations stated therein.

COUNT 1

VIOLATION OF 47 U.S.C. s.553

19. The defendant, Patrick Connors, restates and incorporates herein by reference its answers to Paragraphs Nos. 1-18 of Plaintiff's Complaint, as if set forth word for word.

20. The defendant, Patrick Connors, states that Paragraph No. 20 of Plaintiff's Complaint requires no answer as there are no allegations directed against defendant Patrick Connors.

21. The defendant, Patrick Connors, denies plaintiff's allegations stated therein.

22. The defendant, Patrick Connors, states that Paragraph No. 22 of Plaintiff's Complaint requires no answer as there are no allegations directed against defendant Patrick Connors.

23. The defendant, Patrick Connors, denies plaintiffs allegations of violating Section 553 and plaintiff is not entitled to any damages under the statute.

24. The defendant, Patrick Connors, denies plaintiff's allegations stated therein and plaintiff is not entitled to any damages under Section 553.

25. The defendant, Patrick Connors, denies plaintiffs allegations of wrongful actions and plaintiff is not entitled to any damages or costs pursuant to Section 553(c)(3)(A)(ii); Section 553 (c)(3)(B) and (c) or Section 553(c)(2)(C).

WHEREFORE, defendant, Patrick Connors, denies that plaintiff is entitled to judgment against Patrick Connors as alleged in Count 1 of the complaint.

Count II

VIOLATION OF 47 U.S.C. s.605

26. The defendant, Patrick Connors, restates and incorporates herein by reference its answers to Paragraphs 1-25 of Plaintiff's Complaint, as if set forth word for word.

27. The defendant, Patrick Connors, states that Paragraph No. 27 of Plaintiff's Complaint requires no answer as there are no allegations directed against defendant Patrick Connors.

28. The defendant, Patrick Connors, denies plaintiff's allegations stated therein.

29. The defendant, Patrick Connors, states that Paragraph No. 29 of Plaintiff's Complaint requires no answer as there are no allegations directed against defendant Patrick Connors.

30. The defendant, Patrick Connors, denies plaintiff's allegations stated therein.

31 The defendant, Patrick Connors, denies plaintiff's allegations stated therein and plaintiff is not entitled to any statutory damages provided for in Section 605.

32. The defendant, Patrick Connors, denies plaintiff's allegations of wrongful actions and plaintiff is not entitled to any damages or costs pursuant to Section 605(e)(3)(C)(i)(II); Section 605(e)(3)(C)(ii) and (c) or Section 605(e)(3)(B)(iii).

WHEREFORE, defendant Patrick Connors, denies that plaintiff is entitled to judgment against Patrick Connors as alleged in Count II of the complaint.

FIRST AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a claim upon which relief can be granted.

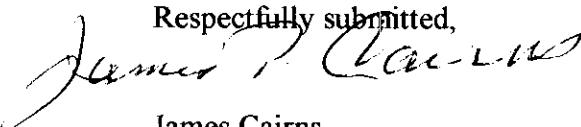
SECOND AFFIRMATIVE DEFENSE

Plaintiff's Complaint is barred in whole or in part because defendant, Patrick Connors never intercepted and/or received the interstate communication of the event. Nor did the defendant Patrick Connors transmit, divulge or publish the communication or assist in transmitting, divulging and publishing the communication patrons within the premises of Patrick Connors.

THIRD AFFIRMATIVE DEFENSE

Defendant, Patrick Connors, reserves the right to amend this answer and add additional affirmative defenses as warranted by additional investigation and discovery on this case.

Respectfully submitted,



James Cairns
Patrick Connors Inc.
203 Blue Hill Avenue
Roxbury, MA 02119
(617) 442-7827

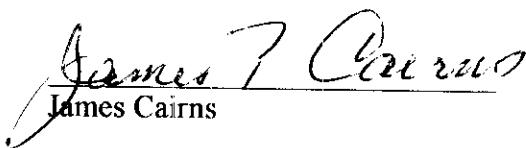
Dated: March 11, 2005

FILED
CLERK'S OFFICE

CERTIFICATE OF SERVICE

2005 MAR 15 P 1:28

I, James Cairns, do hereby state that I have caused to be served upon attorney Gary D. Berkowitz, counsel for KINGVISION PAY-PER-VIEW, LTD. a true copy of acknowledgement of receipt of summons and complaint and a true copy of Patrick Connors Tavern, Inc. d/b/a Packy Connors DEFENDANT'S ANSWER TO PLAINTIFF'S COMPLAINT by mailing same, postage prepaid, via US mail, to his office situated at One James Street, Providence RI 02903, this eleventh day of March 12, 2005.

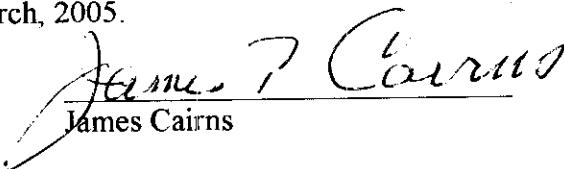

James Cairns

CERTIFICATE OF SERVICE

FILED
CLERK'S OFFICE

2005 MAR 15 P 1:28

I, James Cairns, do hereby state that I have caused to be served upon attorney Gary D. Berkowitz, counsel for KINGVISION PAY-PER-VIEW, LTD. a true copy of U.S. DISTRICT COURT
acknowledgement of receipt of summons and complaint and a true copy of James DISTRICT OF MASS
Cairns DEFENDANT'S ANSWER TO PLAINTIFF'S COMPLAINT by mailing
same, postage prepaid, via US mail to his office situated at One James Street,
Providence, RI 02903, this eleventh day of March, 2005.


James Cairns